

Title	Optional Judgment Form (approve Form 982(a)(26)).
Summary	The optional new judgment form can be used in simple general civil and unlawful detainer cases to enter a clerk's judgment or court judgment by default, on stipulation, or after court trial. It is intended to promote uniform civil practice and reduce costs for the courts, attorneys, and self-represented parties.
Source	Civil and Small Claims Advisory Committee
Staff	Cara Vonk, 415-865-7669
Discussion	<p>Courts throughout the state have developed forms for entry of default and other judgments. Some require use of the local form. Often the forms use traditional legal language that the parties may not readily understand. An attorney member of the Civil and Small Claims Advisory Committee suggested that the Judicial Council develop a statewide mandatory default judgment form. The committee agreed that a uniform default judgment form would simplify procedure in all trial courts and decided to expand the voluntary form to include a judgment on stipulation and after court trial.</p> <p>After first developing a generic damage "amount" category for all general civil cases (item 6), the committee decided to provide a separate damage category for unlawful detainer cases (item 7) that would include past-due rent, holdover damages, and other provisions specifically related to an unlawful detainer conditional judgment (item 7.(e)). The committee would be especially interested in receiving comment on whether this section should be included in a generic judgment form or whether a separate unlawful detainer judgment form might be the better approach. A damage chart was added to accommodate a cross-complaint. The annual rate of any prejudgment interest would be specified to assist the court in calculating prejudgment interest.</p> <p>At the request of another committee member, a clerk's certificate was added below the signature line because clerks are frequently asked to provide a certified copy of the judgment. The committee would be interested in receiving comment on whether parties might think that the judgment is incomplete if the certificate is left blank. The proposed form follows. We welcome all comments.</p>
	Attachment

1. ☐ **BY DEFAULT**

- a. Defendant was properly served with a copy of the summons and complaint.
- b. Defendant failed to answer the complaint or appear and defend the action within the time allowed by law.
- c. Defendant's default was entered by the clerk upon plaintiff's application.
- d. ☐ *Clerk's Judgment (Code of Civil Procedure section 585(a))*. Defendant was sued only on a contract or judgment of a court of this state for the recovery of money.
- e. ☐ *Court Judgment (Code of Civil Procedure section 585(b))*. The court considered
  - (1) ☐ plaintiff's testimony and other evidence.
  - (2) ☐ plaintiff's written declaration (Code of Civil Procedure section 585(d)).

a. Plaintiff and defendant agreed (stipulated) that a judgment be entered in this case. The court approved the stipulated judgment.

b. ☐ The signed written stipulation was filed in the case.

c. ☐ The stipulation was read in open court ☐ on the record.

a. The case was tried on (date): \_\_\_\_\_ at (time): \_\_\_\_\_ before (name of judicial officer): \_\_\_\_\_

b. Appearances by: \_\_\_\_\_

☐ Plaintiff (name each): ☐ Plaintiffs attorney (name each):

(1)  Representing self (1)

(2)  Representing self (2)

(3) ☐ Representing self (3)

☐ Continued on Attachment 3b.

☐ Defendant (name each): ☐ Defendant's attorney (name each):

(1)  Representing self (1)

(2) ☐ Representing self (2)

(3) ☐ Representing self (3)

☐ Continued on Attachment 3b.

PLAINTIFF/PETITIONER:  DEFENDANT/RESPONDENT:	CASE NUMBER:
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3. c. ☐ Defendant appeared at trial.  
☐ Defendant did not appear at trial. Defendant was properly served with notice of trial. The jury was waived. The court considered the evidence and was not asked to make a statement of decision.

☐ **THE COURT**    ☐ **THE CLERK**    **ENTERS JUDGMENT as follows:**

4. ☐ **STIPULATED JUDGMENT.** Judgment is entered according to the stipulation of the parties.

5. **PARTIES.** Judgment is

- a. ☐ For plaintiff (*names*):  
and against defendant (*names*):
- c. ☐ For cross-complainant (*names*):  
and against cross-defendant (*names*):

- b. ☐ For defendant (*names*):
- d. ☐ For cross-defendant (*names*):

6. **AMOUNT.** (*For cases other than unlawful detainer*)

- a. ☐ Defendant named in item 5a above must pay plaintiff on the complaint:
- c. ☐ Cross-defendant named in item 5c above must pay cross-complainant on the cross-complaint:

(1)	<input type="checkbox"/>	Damages	\$
(2)	<input type="checkbox"/>	Prejudgment interest at the annual rate of %	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other ( <i>specify</i> ):	\$
(6)	<b>TOTAL</b>		\$

(1)	<input type="checkbox"/>	Damages	\$
(2)	<input type="checkbox"/>	Prejudgment interest at the annual rate of %	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other ( <i>specify</i> ):	\$
(6)	<b>TOTAL</b>		\$

- b. ☐ Plaintiff to receive nothing from defendant named in item 5b.  
☐ Defendant named in item 5b to recover costs.
- d. ☐ Cross-complainant to receive nothing from cross-defendant named in item 5d.  
☐ Cross-defendant named in item 5d to recover costs.

7. **AMOUNT** (*For unlawful detainer cases*)

- a. ☐ Defendant named in item 5a above must pay plaintiff on the complaint:

(1)	<input type="checkbox"/>	Past-due rent	\$
(2)	<input type="checkbox"/>	Holdover damages	\$
(3)	<input type="checkbox"/>	Attorney fees	\$
(4)	<input type="checkbox"/>	Costs	\$
(5)	<input type="checkbox"/>	Other ( <i>specify</i> ):	\$
(6)	<b>TOTAL</b>		\$

- b. ☐ Plaintiff to receive nothing from defendant named in item 5b.  
☐ Defendant named in item 5b to recover costs.

PLAINTIFF/PETITIONER: _____	CASE NUMBER:
DEFENDANT/RESPONDENT:	

7. c. ☐ Defendant is entitled to possession of the premises located at *(address)*:
- d. ☐ The rental agreement is canceled      ☐ The lease is forfeited.
- e. ☐ *Conditional Judgment*. Plaintiff has breached the covenant to provide habitable premises to defendant as follows *(specify month and defect)*:
- (1) ☐ Because of the breach, defendant must pay plaintiff *(reduced rent amount)*: \$ \_\_\_\_\_  
for the period *(specify time)*: \_\_\_\_\_.
- (2) ☐ If defendant pays plaintiff: \$ \_\_\_\_\_ by *(date)*: \_\_\_\_\_,  
defendant is the prevailing party and will be allowed to remain in possession of the premises.
- (3) ☐ If defendant fails to comply with item e(2), then plaintiff is the prevailing party and is entitled to judgment for possession of the premises, forfeiture of the lease, and reduced rent as stated in item e(1).
- (4) ☐ Plaintiff must repair the defects described in item e above, and the court retains jurisdiction over the case until those repairs are made. Rent remains reduced at the amount specified in item e(1) until the repairs are made.
- f. ☐ Judgment applies to all occupants of the premises *(Code of Civil Procedure sections 715.010; 1174.3)*. A prejudgment claim of right to possession was served on the occupants *(Code of Civil Procedure section 415.46)*.
- g. ☐ Daily rental value on the date the complaint was filed *(specify)*: \$ \_\_\_\_\_

8. ☐ OTHER *(specify)*:

Date: \_\_\_\_\_  
☐ \_\_\_\_\_  
JUDICIAL OFFICER

Date: \_\_\_\_\_  
☐ \_\_\_\_\_, Clerk

By \_\_\_\_\_  
DEPUTY CLERK

I hereby certify this to be a true copy of the judgment.

Date: \_\_\_\_\_, Clerk

By \_\_\_\_\_  
DEPUTY CLERK